

**URINALYSIS SERVICES
REQUEST FOR BID
D-19**

**RESPONSES DUE NOT LATER THAN:
JUNE 20, 2002
2:00 p.m. MST
125 W. WASHINGTON
GROUND LEVEL
PHOENIX, ARIZONA 85003**

URINALYSIS SERVICES

1.0 PURPOSE:

The purpose of this document is to define the general requirements for the Maricopa County Adult Probation Department (MCAPD), or to other Agencies on an as needed basis.

2.0 SCOPE:

This document defines the basic services required, the proposal procedures and the evaluation and award criteria, and other factors pertinent to this proposal.

The Contractor shall furnish all labor, materials, and equipment necessary to perform the work required.

During calendar year 2001, 73,696 urine samples were collected from 16,373 probationers under the supervision of MCAPD. Of the samples collected, 16% were positive for drugs. Of the individuals tested, 31% were positive.

3.0 INTENT:

It is the intent of the MCAPD to procure the services of the most qualified firm(s).

It is the intent of the MCAPD to procure the services of:

- A qualified laboratory for urinalysis services
- A qualified provider of field kits for drug testing
- A qualified provider of field kits for alcohol testing

The Court reserves the right to award this contract in whole or in part to one or more Offerors.

4.0 STANDARDS AND PRINCIPLES FOR URINALYSIS SERVICE PROVIDERS.

4.1 BACKGROUND INFORMATION

- 4.1.1. Drug testing is governed by policy (30.019) of the MCAPD.
- 4.1.2. Drug testing and frequency of testing should be consistent with the conditions of probation and consistent with written case plans.
- 4.1.3. Drug testing is also consistent with assessment data, the offender's substance abuse history, changes in behavior and information from treatment providers, and/or reliable third parties.
- 4.1.4. Drug testing is at the request of the supervising probation officer or the supervisor.
- 4.1.5. MCAPD Probation Officers complete a Referral form (1100-212) and fax it to the urinalysis contractor indicating a maximum of three drug screen tests and, if applicable, frequency of future testing.
 - 4.1.5.1 Available tests include: Amphetamines, Cocaine, Opiates, THC, Barbiturates, Benzodiazepines, Methadone, PCP, Propoxyphene, and *Ecstasy (*probation clients must pay for this specific test).

- 4.1.6 Probation clients must pay for testing except in the most dire of financial situations, as determined by the supervising probation officer.
- 4.1.7 MCAPD uses drug testing as necessary when:
- a. Drug tests have been court-ordered or required as a condition of probation;
 - b. It is part of a treatment plan for the purposes of drug rehabilitation;
 - c. The offender is suspected of using or abusing substances;
 - d. Drug testing is required by statute, administrative order, or code;
 - e. The supervising probation officer believes drug testing will improve compliance to the conditions of probation; or
 - f. The offender has a history of substance abuse or substance-related arrests.

4.2 MINIMUM TECHNICAL STANDARDS AND PRINCIPLES FOR DRUG TESTING LABORATORY

The Offeror shall clearly indicate by CIRCLING either Comply or Can Not Comply to indicate the Offeror's ability to meet the specifications stated herein.

- 4.2.1.1. The laboratory conducting urine testing will be required to be certified by the College of American Pathologists for Forensic Urine Drug Testing (CAP-FUDT).

COMPLY DO NOT COMPLY

- 4.2.2. The drug testing laboratory shall have multiple collection sites at locations throughout Maricopa County convenient to offenders on probation with MCAPD.

COMPLY DO NOT COMPLY

- 4.2.3. The drug testing laboratory shall provide hours of operation beginning at 6:00 a.m. and ending at 9:00 p.m. for MCAPD clients.

COMPLY DO NOT COMPLY

- 4.2.3.1. The drug testing laboratory will provide prompt service to probation clients – no client shall wait longer than 30 minutes before receiving drug testing services.

COMPLY DO NOT COMPLY

- 4.2.4 The drug testing laboratory shall have one point of contact at the staff level for purposes of providing quality customer service for MCAPD personnel.

COMPLY DO NOT COMPLY

- 4.2.5 The drug testing laboratory shall provide a random selection process for identifying offenders to be drug tested.

COMPLY DO NOT COMPLY

- 4.2.6 The drug testing laboratory shall provide labels and specimen containers for use at all collection sites, including MCAPD office locations.
COMPLY DO NOT COMPLY
- 4.2.7 The drug testing laboratory shall conduct no more than three tests per specimen.
- 4.2.7.1 Available tests include: Amphetamines, Cocaine, Opiates, THC, Barbiturates, Benzodiazepines, Methadone, PCP, Propoxyphene, and *Ecstasy (*client must pay for this specific test).
COMPLY DO NOT COMPLY
- 4.2.8 The drug testing laboratory will pick up urine specimens on specific days of the week.
COMPLY DO NOT COMPLY
- 4.2.8.1 The courier shall confirm the number of samples, sign for samples and then transport the samples to the drug testing laboratory in a secure container.
COMPLY DO NOT COMPLY
- 4.2.9 The drug testing laboratory shall have a qualified individual to assume professional, organizational, educational, and administrative responsibility for the laboratory's drug testing operations and provide expert testimony as needed
COMPLY DO NOT COMPLY
- 4.2.10 The drug testing laboratory shall have a laboratory director who, at a minimum, shall be responsible for:
- a. Day-to-day management of the laboratory even when another individual has overall responsibility for the laboratory;
COMPLY DO NOT COMPLY
 - b. Ensuring that there are enough personnel with adequate training and experience to supervise and conduct the work of the laboratory;
COMPLY DO NOT COMPLY
 - c. Maintaining a laboratory procedure manual which is complete, current, available to all testing personnel, and rigorously followed by those personnel;
COMPLY DO NOT COMPLY
 - d. Maintaining a quality assurance program which encompasses all aspects of the chain of custody and testing process; and
COMPLY DO NOT COMPLY
 - e. Reviewing the laboratory's performance testing results and any state or federal licensing requirements to verify passing levels of performance.
COMPLY DO NOT COMPLY

- 4.2.11 The laboratory director shall have the following minimum educational qualifications:
- a. Certification as a laboratory director in compliance with federal regulations; or
 - b. A Ph.D. in one of the natural sciences with undergraduate and graduate education in biology, chemistry, pharmacology or toxicology; or
 - c. Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory or research experience in biology, chemistry, and pharmacology or toxicology.
- COMPLY DO NOT COMPLY
- 4.2.12 The laboratory director shall have experience in:
- a. Analytical forensic toxicology including experience with the analysis of biological material for drugs;
 - b. Forensic applications of analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology;
 - c. Procedures used in the test site resulting in understanding of quality control practices and procedures;
 - d. The review, interpretation, and reporting of test results;
 - e. Maintenance of chain of custody;
 - f. Proper remedial actions to be taken in response to test systems out of control limits; and
 - g. Detecting aberrant test or quality control results.
- COMPLY DO NOT COMPLY
- 4.2.13 The drug testing laboratory shall have the capability of conducting both initial and confirmatory tests including Gas Chromatography/Mass Spectrometry (GC/MS) for urine specimens.
- COMPLY DO NOT COMPLY
- 4.2.14 The drug testing laboratory shall participate in performance testing at least 3 times per year conducted by the College of American Pathologists, American Association of Bio-Analysts, or any other testing performance agency approved by the Adult Probation Department.
- COMPLY DO NOT COMPLY

4.2.14.1 Failure to meet a passing or acceptable level of performance or any false positive confirmation shall be cause for suspension of screening until remedial action is taken; and

COMPLY DO NOT COMPLY

4.2.14.2 Another performance test has been completed in which a passing or acceptable level of performance and no false positive confirmations are achieved.

COMPLY DO NOT COMPLY

4.2.15 The drug testing laboratory shall:

4.2.15.1 Adhere to chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage and continuing until final disposition of specimens.

COMPLY DO NOT COMPLY

a. Utilize a chain of custody form for each specimen submitted for testing, which shall include, but not be limited to:

1. Offender's name, date of birth, and case number;
2. Drugs to be tested;
3. Supervising probation officer's name;
4. Collection personnel's name;
5. Date the specimen was collected;
6. And/or the date the specimen was transported to the testing facility;
7. Transporting personnel's name;
8. Date the specimen was received by the testing facility;
9. Testing personnel's name.

COMPLY DO NOT COMPLY

b. Require that the original chain of custody form accompany each container sent to the test site and a copy of the document remain with the department.

COMPLY DO NOT COMPLY

c. Require the test site to retain the original chain of custody form and provide a report noting all offender results to the MCAPD.

COMPLY DO NOT COMPLY

d. Require the offender to review the information on the label which shall include:

1. Offender's name, date of birth, and case number;
2. Date the specimen was collected; and
3. Offender's signature, indicating the information is accurate.

COMPLY DO NOT COMPLY

e. Require the offender to sign and affix the label to the specimen container.

COMPLY DO NOT COMPLY

4.2.15.2 Require a contract employee of the same gender as the offender to observe the collection of the urine specimen.

COMPLY DO NOT COMPLY

a. Standard procedures for collection of urine specimens will be in writing and made available to contract employees working in this capacity. To ensure submission of a forensically acceptable specimen, several steps are necessary:

1. The collection area should contain a private urination room, sink and writing surface. Preparations should be made so the client cannot dilute the specimen. Materials should be readily available (sealed specimen containers, labels, and chain of custody forms).
2. A process for identifying the probation client should be in place.
3. The chain of custody form should be filled out carefully.
4. Steps should be taken to prepare the probation client (e.g., instructed to wash his or her hands, or remove jackets, coats, or hats that can conceal).
5. Clear instructions to collect at least 60 ml of urine.
6. Sealing and labeling the specimen should be included in the instructions.
7. Instructions about documentation should be provided (for instance, documenting a refusal to sign the label).
8. The specimen should be kept in a secure place with controlled access until it is shipped to the laboratory.

COMPLY DO NOT COMPLY

b. Contract employees who work in this capacity shall receive training, upon initial hiring and annually, that outlines the standard procedures for the collection of urine specimens.

COMPLY DO NOT COMPLY

c. Failure to comply with collection standards could result in possible termination pursuant to section 7.7.

COMPLY DO NOT COMPLY

4.2.15.3 Secure their premises at all times.

COMPLY DO NOT COMPLY

4.2.15.4 Identify the testing methodology and the cutoff levels used for each specimen testing positive.

COMPLY DO NOT COMPLY

4.2.15.5 Require one sample per test. Urine samples or portions of urine samples will not be combined for any purpose.

COMPLY DO NOT COMPLY

4.2.15.6 Maintain documents for any specimen under legal challenge for an indefinite period, unless notified by the MCAPD.

COMPLY DO NOT COMPLY

4.2.15.7 Maintain test results for any unchallenged specimen for at least 1 year.

COMPLY DO NOT COMPLY

- 4.2.15.8 Immediately discard specimens achieving negative test results.
COMPLY DO NOT COMPLY
- 4.2.15.9 Retain, freeze, and place the positive specimen in properly secured long-term storage for a period of 1 year, unless otherwise authorized by the MCAPD.
COMPLY DO NOT COMPLY
- 4.2.15.10 Comply with applicable provisions of any state licenser requirements.
COMPLY DO NOT COMPLY
- 4.2.15.11 Comply with state and federal legislation and case law regarding privacy of testing results and release of such information.
COMPLY DO NOT COMPLY
- 4.2.15.12 Provide the MCAPD or the Arizona Administrative Office of the Courts with drug testing data as requested.
COMPLY DO NOT COMPLY
- 4.2.15.13 Secure refrigerators and freezers used for specimen storage with a lock, in addition to the room lock, when the laboratory is not in use.
COMPLY DO NOT COMPLY
- 4.2.15.14 Require all urine tests be an immunoassay meeting the requirements of the Food and Drug Administration for commercial distribution for those drugs which can be detected by an immunoassay technique.
COMPLY DO NOT COMPLY
- 4.2.15.15 Require the laboratory to retest the positive initial urine screening with a second immunoassay prior to reporting the positive screening to the MCAPD.
COMPLY DO NOT COMPLY
- 4.2.15.16 Retest the positive urine sample by GC/MS only upon written approval of a Supervisor with the MCAPD.
COMPLY DO NOT COMPLY
- 4.2.16 Following the discovery of any false positive result, the drug testing laboratory shall be required to retest the specimen and conduct a check for operator error. The laboratory shall also:
- 4.2.16.1 Suspend the screening until appropriate remedial action is taken and another performance test has been completed in which no false positive confirmations are achieved; and
COMPLY DO NOT COMPLY
- 4.2.16.2 Document all action taken in response to the false positive result.
COMPLY DO NOT COMPLY

4.3 REPORTING OF RESULTS

4.3.1 At a minimum, results shall be reported to the MCAPD under the following conditions:

4.3.1.1 Data shall be provided once per day through a designated File Transfer Protocol (FTP) site. Data shall be provided in American Standard Code for Information Interchange (ASCII) flat file format.

COMPLY DO NOT COMPLY

4.3.1.2 A daily download shall be provided during business hours, with no more than a 24-hour lag time between test results and reporting.

COMPLY DO NOT COMPLY

4.3.1.3 Data shall be client matched based on MCAPD APETS (Adult Probation Enterprise Tracking System) case and client demographic data. Future interfaces will use the APETS RSN as key validation.

COMPLY DO NOT COMPLY

4.3.1.4 Data shall be made accessible to MCAPD staff on a secure server or secure web site.

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4.3.1.5 Twenty-five (25) concurrent connections shall be made available to MCAPD on a 24/7 level.

COMPLY DO NOT COMPLY

4.3.1.6 Reports shall be on the client level and meet MCAPD specifications.

- a. Reports shall be electronically submitted and read in Word.
- b. At a minimum, six (6) levels of reports shall be required: a client report, officer report, unit report, division report, and department report, and an exception report.

COMPLY DO NOT COMPLY

4.3.1.7 It is the intent of the MCAPD to utilize the internet for purposes of requesting services and receiving reports of results. Offerors without this capability may be considered non-responsive and not eligible for award consideration.

COMPLY DO NOT COMPLY

4.3.1.8 It is the intent of the MCAPD to use, at a future date, Message Query (MQ) live feeds. Offerors should have the potential to participate in MQ live feeds, at a future date.

COMPLY DO NOT COMPLY

5.0 MINIMUM STANDARDS FOR FIELD KITS FOR TESTING OF DRUGS AND/OR ALCOHOL

5.1 The Offeror will meet Food and Drug Administration (FDA) minimum standards and have FDA clearance.

COMPLY DO NOT COMPLY

- 5.2 The Offeror will provide test kits capable of testing for any of the following drugs or combinations of drugs: amphetamine, methamphetamine, cocaine, opiates, THC, barbiturates, benzodiazepine, methadone, PCP, and propoxyphene.
COMPLY DO NOT COMPLY
- 5.3 The Offeror will provide test kits capable of testing for alcohol.
COMPLY DO NOT COMPLY
- 5.4 Training and training materials will be made available to the MCAPD by the Offeror.
COMPLY DO NOT COMPLY
- 5.4 The Offeror will make available technical support, 24-hours per day, 7 days per week, to MCAPD employees using the Offeror's drug and/or alcohol testing products.
COMPLY DO NOT COMPLY

6.0 SPECIAL TERMS & CONDITIONS:

6.1 BACKGROUND CHECK

Employees of the Offeror who will or may have contact with probationers and/or probationer records pursuant to this contract will be required to submit to a background check by the MCAPD. Background investigations will be conducted for current employees and for those who begin employment with the Offeror during the period of this contract. The background check may include a criminal records check. Offerors need only respond at this time with a statement of intent to comply.

The successful Offeror will obtain signed background check release forms from employees who will or may have contact with probationers and/or probationers' records pursuant to this contract. The Offeror is required to provide signed background check release forms to MCAPD so that background checks can be conducted by MCAPD. Employees of the Offeror shall not have contact with probationers or records until MCAPD has completed the background investigation and determined that such contact is acceptable for purposes of this contract.

Offeror shall not employ any individual who will or may have contact with probationers and/or probationer records, that has:

- Been convicted of or plead no contest to a violent crime or sexual offense, including preparatory offenses, in their lifetime, or
- Been convicted of or plead no contest to a Driving Under the Influence (DUI) offense, a drug offense (Chapter 34 of Arizona Revised Statutes, Title 13) or a fraud offense, including preparatory offenses, in the past five years, or
- Is presently under any form of correctional supervision (including pretrial supervision, probation, parole, and community supervision) for any offense.
- Been convicted of any illicit use of data or information to include wire fraud or crimes associated with data misrepresentation, mishandling of confidential data or files or illegal use of the Internet.

- 6.2 The Court reserves the right to preview services and facilities proposed under this contract.

6.3 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The Judicial Branch Unit is not subject to excise tax.

6.4 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY

It is the intent of the Judicial Branch Unit to utilize both the Internet and the Bank of America Procurement Card to place and make payment for orders under this Contract. Offeror's without these capabilities may be considered non-responsive and not eligible for award consideration.

6.5 INTERNET ORDERING CAPABILITY:

It is the intent of the Judicial Branch Unit to utilize the Internet to place orders under this price contract. Offerors without this capability may be considered non-responsive and not eligible for award consideration.

7.0 CONTRACT TERMS & CONDITIONS:

7.1 SERVICES:

Contractors must be ready to provide all services by 07/01/2002.

7.2 LANGUAGE REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

7.3 CONTRACT LENGTH:

This bid is for awarding a firm fixed price contract to cover a two (2) year period.

7.4 OPTION TO EXTEND:

The Judicial Branch Unit may, at its option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3) one (1) year options. The Contractor shall be notified in writing by the Judicial Branch Unit of its intention to extend the contract period at least thirty-(30) calendar days prior to the expiration of the original contract period.

7.5 ESCALATION:

Any requests for price adjustments must be submitted to the Judicial Branch Unit or its designee thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S.

Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Judicial Branch Unit or its designee, prior to any adjusted invoicing submitted for payment.

7.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Judicial Branch Unit reserves the right to terminate the Contract in whole or in part at anytime when in the best interests of the Judicial Branch Unit, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Judicial Branch Unit. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Judicial Branch Unit. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in Arizona Administrative Code R2-7-701 are incorporated herein and made a part hereof and shall apply to any termination for convenience under this section.

7.7 DEFAULT:

The Judicial Branch Unit may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The Judicial Branch Unit reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

7.8 TERMINATION FOR DEFAULT

If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, persistently disregard laws and ordinances, or not proceed with work, or otherwise be guilty of a substantial violation of any provision of this agreement, then the Judicial Branch Unit may terminate this Agreement. Prior to termination of this Agreement, the Judicial Branch Unit shall give the Contractor five (5) business days written notice. Upon receipt of such termination notice, the Contractor shall be allowed five (5) business days to cure such deficiencies. Failure to cure deficiencies will result in termination in 60 days.

7.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be the Judicial Branch Unit employees, and that no rights of Judicial Branch Unit, civil service, retirement, or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Judicial Branch Unit harmless with respect thereto.

7.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the State of Arizona may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or
Urinalysis Services D-19

creating the contract on behalf of the State of Arizona is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the State of Arizona may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona from any other party to the contract arising as the result of the contract.

7.11 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Judicial Branch Unit and the State of Arizona, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Judicial Branch Unit and the State of Arizona, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, or work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

7.12 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of a VII or better, or approved and licensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Judicial Branch Unit and the State of Arizona, its agents, representatives, officers, directors, officials and employees as Additional Insured.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed or goods to be supplied under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Judicial Branch Unit, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the Judicial Branch Unit, and any insurance or self insurance maintained by the Judicial Branch Unit shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the Judicial Branch Unit.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Judicial Branch Unit, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the Judicial Branch Unit under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention.

Copies of Policies. The Judicial Branch Unit reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The Judicial Branch Unit shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, The Judicial Branch Units' right to insist on strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required by this Contract of the Contractor.

Professional Liability. The Contractor retained by the Judicial Branch Unit to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

7.13 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the Judicial Branch Unit with Certificates of Insurance or formal endorsements, as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

7.14 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be cancelled, or materially changed without fifteen (15) business days prior written notice to the Judicial Branch Unit. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the Judicial Branch Unit fifteen (15) business days prior to the expiration date.

7.15 OFFSET FOR DAMAGES:

In addition to all other remedies of Law or Equity, the Judicial Branch Unit may offset from any money due to the Contractor any amounts Contractor owes to the Judicial Branch Unit for damages resulting from breach or deficiencies in performance under this contract.

7.16 ADDITIONS/DELETIONS OF SERVICE:

The Judicial Branch Unit reserves the right to add and/or delete non-material obligations to this contract. Should a Contractor's obligation be deleted, payment to the Contractor will be reduced proportionally, to the amount of performance reduced in accordance with the bid price. Should additional obligations be added to this contract, prices for such additions will be negotiated between the Contractor and the Judicial Branch Unit.

7.17 ASSIGNMENT OR SUBCONTRACTING:

Neither this Contract, nor any portion thereof, may be assigned by Contractor without the written consent of the Judicial Branch Unit first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract, without the written consent of the Judicial Branch Unit, shall be null and void and shall constitute a breach of this Contract.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the Judicial Branch Unit, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

7.18 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

7.19 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, the Judicial Branch Unit, the City of Phoenix and the Judicial Court system.

7.20 CONTRACT COMPLIANCE MONITORING:

The Judicial Branch Unit shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the Judicial Branch Unit, all records and accounts relating to the work performed or the services provided in this Contract.

7.21 RETENTION OF RECORDS:

Pursuant to A.R.S. §35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the Judicial Branch Unit at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

The Judicial Branch Unit may at reasonable times inspect or cause to be inspected the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract or proposed contract.

A Judicial Branch Unit may, at reasonable times and places, audit or cause to be audited the books and records of any person who submits cost or pricing data as provided in these rules to the extent that the books and records relate to the cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

A Judicial Branch Unit is entitled to audit, or cause to be audited, the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years from the date of final payment under the prime contract and by the subcontractor for a period of five years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

7.22 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible offenders the Contractor shall reimburse the Judicial Branch Unit for the services not so adequately supported and documented.

7.23 AUDIT DISALLOWANCES

If, at any time, it is determined by the Judicial Branch Unit that a cost for which payment has been made is a disallowed cost, the Judicial Branch Unit shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Judicial Branch Unit either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Judicial Branch Unit, forthwith issuing a check payable to Judicial Branch Unit.

7.24 P.O. CANCELLATION LANGUAGE:

The Judicial Branch Unit reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Judicial Branch Unit agrees to reimburse the contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The Judicial Branch Unit will not reimburse the Contractor for any costs incurred after receipt of the Judicial Branch Unit notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Judicial Branch Unit, with written notification to follow. By submitting a bid/proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

7.25 RIGHTS IN DATA

The Judicial Branch Unit shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

7.26 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Judicial Branch Unit shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

7.27 SEVERABILITY:

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

7.28 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

7.29 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for all damages whatsoever to the Judicial Branch Unit property as applicable when such property is the responsibility or in the custody of the Contractor, its Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of the Judicial Branch Unit.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring

in the course of Contractor's performance of this Contract, without regard to where such act or omission occurs. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, without regard to where such act or omission occurs. Contractor shall bear the above stated liability, even in absence of its own negligence, unless the Judicial Branch Unit's actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the Judicial Branch Unit to enforce this provision.

7.30 FAILURE TO PROVIDE SERVICES:

The Judicial Branch Unit reserves the right to have the services provided or goods supplied by persons or entities other than the Contractor, if the Contractor is unable to or fails to provide requested services or fails to supply the goods in accordance with the terms of the contract, or otherwise, within the specified time frame.

7.31 DELIVERY:

It shall be the Contractor's responsibility to meet the Judicial Branch Unit's delivery requirements, as called for in the Technical Specifications. The Judicial Branch Unit reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

7.32 PRICE REDUCTIONS:

By submitting a response to this solicitation, Contractor's agree to guarantee that the Judicial Branch Unit is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer and notification not be made of price reductions, upon discovery the Judicial Branch Unit shall reserve the right to take any or all of the following actions:

7.32.1 Cancel the Contract, if it is currently in effect.

7.32.2 Determine the amount which the Judicial Branch Unit was overcharged and submit a request for payment from the Contractor for that amount.

7.32.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

7.33 CHANGES:

The Judicial Branch Unit may require non-material changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

7.34 EMPLOYEE RESPONSIBILITY

No responsibility will attach to a Judicial Branch Unit employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

7.35 COST OR PRICING DATA:

For purposes of Judicial Procurement Code, Section 7.01, and where applicable and not inconsistent with these rules the provisions of A.R.S. §41-2501 through §41-2591 Chapter 251, Laws of 1984, may be applied.

7.36 NON-AVAILABILITY OF FUNDS:

Every payment obligation of the Judicial Branch Unit under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Judicial Branch Unit at the end of the period for which funds are available. No liability shall accrue to the Judicial Branch Unit in the event this provision is exercised and the Judicial Branch shall not be obligated or liable for any future payment or for any damages as a result of termination, under this paragraph.

7.37 THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the Judicial Branch Unit any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by the third parties to the Contractor toward fulfillment of this Contract.

7.38 APPLICABLE LAW:

This Contract shall be governed and interpreted by the laws of the State of Arizona, including the procurement rules for the Judicial Branch (Supreme Court of Arizona Administrative Rule 98-10 as amended by Administrative Rule 2000-071)

7.39 ARBITRATION:

Disputes arising under this Contract shall be resolved in accordance with the procurement rules for the Judicial Branch Unit and are subject to arbitration only to the extent required by A.R.S. §12-1518.

7.40 STOP WORK ORDER

7.40.1 The Judicial Branch Unit may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.40.2 If a stop work order issued under this section is cancelled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.41 STAFF RESTRICTIONS

The Offeror and their employees shall:

- a. Avoid compromising relationships with clients, subcontractors, team offers and probation staff.
- b. Report any improprieties or the appearance thereof immediately to MCAPD.

- c. Report any new criminal or civil actions against employees, including any new arrests and/or convictions, or any complaints filed with or actions taken by the regulatory board or agency against employees, to MCAPD.
- d. Report any complaints filed with or actions taken by the regulatory board or agency against the agency, to MCAPD.
- e. Failure to comply with the above terms and conditions could result in a termination of this contract.

8.0 NON-DISCRIMINATORY CLAUSE

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

9.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS

Offerors are to provide one (1) original (labeled) and three (3) copies of their bid proposal. **Offerors must mark the outside of package as "Urinalysis Services D-19".** Bids must be signed by a corporate official who has been authorized to make such commitments.

10.0 EXCEPTIONS TO THE BID SOLICITATION

The Contractor will identify and list all exceptions taken to all sections of the BID and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractor's exception.

11.0 RESPONSES DUE

Responses are due no later than 2:00 p.m., MST, on June 20, 2002. Responses are to be mailed or delivered to:

Superior Court Purchasing
125 West Washington
Ground Level
Phoenix, AZ 85003

RESPONSES RECEIVED AFTER THIS DATE AND TIME WILL BE RETURNED UNOPEN.

12.0 FORMAT AND CONTENT

- 12.1 It is essential that documentation of education and licensure/certification be provided. If copies of diplomas and licenses/certifications are not submitted to document that the minimum credentials in these areas are met, the bid will not be scored.
- 12.2 To aid in determining Offeror qualifications, it is desired that all bids follow the same general format. The proposals are to be submitted in THREE RING BINDERS (Do not spiral bind or use any other type of report cover). Sections should be tabbed as below.

- 12.3 Letter of Transmittal (Exhibit 1)
- 12.4 Table of Contents
- 12.5 Short Introduction indicating service to be provided and the general philosophy or approach to be used (no more than 1 page)
- 12.6 A separate section for each of the following areas:
 - 12.6.1 A copy of the agency's certification (CAP-FUDT)
 - 12.6.2 The locations (addresses) of the agency's collection sites and a brief description of the facility. Indicate the collection sites proximity to public transportation.
 - 12.6.3 A description of the methodology to be used in randomly selecting MCAPD probationers for drug testing. What method of random selection will the agency use to identify MCAPD probationers to be drug tested?
 - 12.6.4 The name and qualifications of the laboratory's director. Include a current resume with copies of professional certifications and/or licenses, and undergraduate and graduate degrees. Also, include information about relevant training and experience.
 - 12.6.5 The name and phone number of agency employee assigned to provide customer service to MCAPD employees.
 - 12.6.6 A copy of the TABLE OF CONTENTS for the laboratory's procedure manual. The entire manual will be requested prior to the awarding of a contract.
 - 12.6.7 Guidelines for on-site collection of urine specimens.
 - 12.6.8 Chain of custody procedures.
 - 12.6.9 A description of the agency's quality assurance program.
 - 12.6.10 A description of the agency's storage facility.
 - 12.6.11 A description of the agency's electronic data storage, retrieval, and reporting of results.
 - 12.6.12 A description of the agency's courier service and pick up schedule.
 - 12.6.13 Provide a statement of compliance with state and federal legislative and case law regarding privacy of testing results and release of such information.
- 12.7 Proposal exceptions
- 12.8 Documentation of required insurance as stated in Section 6.11.
- 12.9 Letters of Reference: written statements from three (3) professional references that can address the experience and reputation of the Offeror, stating the length of association, the nature of the relationship, and the name, address, and telephone number of each reference. Do not use the MCAPD or its employees as a reference.

Company Name, address, city, state, zip code**13.0 PRICING**

Unit price as bid for URINALYSIS LABORATORY SERVICES in accordance with specifications:

\$ _____

13.1 URINE SAMPLES WILL BE PROCESSED FOR THE FOLLOWING:

	<u>Est. Yearly # of Test</u>	<u>Price</u>
13.1.1 Individual laboratory drug test (immunoassay and non-confirmation) to include the following drugs: Amphetamines, Cocaine, Opiates, THC, Barbiturates, Benzodiazepines, Methadone, PCP, Propoxyphene.	Approx. 4,000 samples	\$ _____/each
13.1.2 Non-confirmation, immunoassay, on combination of two of the above-listed drugs.	Approx. 15,000 samples	\$ _____/each
13.1.3 Non-confirmation, immunoassay, on combination of three of the above-listed drugs.	Approx. 55,000 samples	\$ _____/each
13.1.4 Confirmation – GC/MS		\$ _____/each
13.1.5 Per hour for court testimony		\$ _____/hour
13.1.6 Individual test (immunoassay and non-confirmation) for Ecstasy.		\$ _____/each

Terms:

Federal Tax ID Number:

Offeror Number:

Telephone Number:

Fax Number:

Contract Period:

Company Name, address, city, state, zip code**14.0 PRICING**

Unit price as bid for FIELD KITS for DRUG and/or ALCOHOL TESTING SERVICES in accordance with specifications:

\$ _____

14.1 SAMPLES WILL BE PROCESSED FOR THE FOLLOWING:

	<u>Est. Yearly # of Test</u>	<u>Price</u>
14.1.1. Individual FIELD KIT for drug testing to include the following drugs: Methamphetamine, Amphetamines, Cocaine, Opiates, THC, Barbiturates, Benzodiazepines, Methadone, PCP, Propoxyphene.	Approx. 4,000 samples	\$_____/each
14.1.2 Field kit for drug testing on a combination of two of the above-listed drugs.	Approx. 10,000 samples	\$_____/each
14.1.3 Field kit for drug testing on a combination of three of the above-listed drugs.	Approx. 20,000 samples	\$_____/each
14.1.4 Field kit for drug testing on a combination of four of the above listed drugs.	Approx. 20,000 samples	\$_____/each
14.1.5 Field kit for drug testing on a combination of five of the above listed drugs.	Approx. 30,000 samples	\$_____/each
14.1.6 Field kit for alcohol testing	Approx. 5,000 samples	\$_____/each

Terms:

Federal Tax ID Number:

Offeror Number:

Telephone Number:

Fax Number:

Contract Period:

EXHIBIT 1

LETTER OF TRANSMITTAL

(To be typed on the letterhead of Provider(s))

Superior Court Purchasing Department
125 W. Washington
Ground Level
Phoenix, Arizona 85003

Re: Adult Probation Urinalysis Service Provider(s)

To Whom It May Concern:

The undersigned, _____ (herein referred to as the "Provider"), hereby submits its response to your Request for Bid dated May 23, 2002, and agrees to supply and furnish to you, all in accordance with the terms and specifications and conditions that are detailed in said Request for Bid as set forth in the attachment hereto.

Provider(s) hereby acknowledges and recognizes that if this proposal is accepted by Maricopa County Adult Probation Department, such acceptance will form a contract, and that Provider(s) shall thereupon be contractually obligated to carry out its responsibilities respecting the services hereinabove described. Further, Provider(s) recognizes that failure to furnish such goods and services will result in liability to the Court as specified in the aforementioned Request for Bid.

Kindly advise this in writing on or before **June 13, 2002** if you should desire to accept this request for bid.

Very truly yours,